

any increases to dividends on Purchaser Common Stock consistent with past practice), any declaration, setting aside or payment of any dividend or other distribution with respect to any shares of Purchaser Common Stock (except for dividends or other distributions by any direct or indirect wholly-owned Subsidiary to Purchaser or to any wholly-owned Subsidiary of Purchaser), or, without the prior written consent of Seller (not to be unreasonably withheld, conditioned or delayed), any repurchase or other acquisition by Purchaser of any outstanding shares of Purchaser Common Stock (other than repurchases or other acquisitions by Purchaser of Purchaser Common Stock in open market transactions at market prices or in connection with an accelerated share repurchase transaction at market prices); or

(b) enter into any agreement to acquire another business or effect any transaction that is reasonably likely to result in the failure to satisfy the conditions set forth in Section 5.1(a) or 5.2(c).

4.18. Purchaser Board of Directors. Immediately following the Closing, Purchaser shall cause Seller's Chief Executive Officer (or such other designee of Seller satisfying the requirements of Section 3.1(b) of the Stockholder's Agreement, the governance guidelines of Purchaser, as in effect from time to time, and otherwise reasonably acceptable to the Board and the Corporate Governance and Nominating Committee of the Board of Purchaser), to be appointed to the board of directors of Purchaser.

4.19. Listing of Purchaser Shares. Purchaser shall use its best efforts to cause the Purchaser Shares to be approved for listing on the NYSE, subject only to official notice of issuance, prior to the Closing.

4.20. Potential Sale of Interests. Between the date hereof and the Closing (or earlier termination of this Agreement), to the extent reasonably requested by Purchaser, Seller shall, and shall cause the Company and its other Subsidiaries to, cooperate with Purchaser to facilitate the disposition immediately prior to and conditional upon the Closing or at or after the Closing of those assets or ownership interests held by the Company or any of its Subsidiaries that are identified by Purchaser in writing to Seller as reasonably likely to be the subject of a transfer, sale or divestiture required in connection with obtaining a Governmental Consent (such assets or interests referred to as a "Potential Sale Interest"). To the extent reasonably requested by Purchaser, Seller shall and shall cause the Company and its other Subsidiaries to (a) permit Persons who Purchaser identifies to Seller as potential purchasers of a Potential Sale Interest to conduct (and cooperate with such Persons') reasonable investigations with respect to such Potential Sale Interest (provided, that any such Person executes and delivers to Seller a confidentiality agreement containing customary terms), (b) comply with any applicable right of first refusal, right of first offer, right of approval and similar provisions that may be applicable to a proposed transfer of a Potential Sale Interest, and (c) deliver such notices, make such filings and execute such contracts relating to the disposition of Potential Sale Interest as reasonably requested by Purchaser; provided, that none of Seller, the Company or any of their Subsidiaries shall be required to execute any such contract under which Seller, the Company or any of its Subsidiaries may be required to dispose of any Potential Sale Interest other than immediately prior to and conditional upon the Closing or at or after the Closing. Purchaser shall be permitted

to identify potential purchasers of Potential Sale Interests and negotiate any contracts with respect to dispositions of Potential Sale Interests; provided, that Seller may (and, to the extent reasonably requested by Purchaser, shall) participate in all such negotiations.

4.21. Use of Trademarks. Purchaser, the Company, its Subsidiaries and their respective Affiliates (“Licensed Parties”) shall have the right to use the Business Marks for a period of 18 months following the Closing Date (the “Transition Period”) in order to effectuate a smooth and orderly transition and rebranding for the Company and its Subsidiaries. In view of the foregoing, Seller hereby grants to each of the Licensed Parties, to the extent of the rights owned or controlled by Seller or any of its Affiliates, a non-exclusive, royalty-free right and license to use the Business Marks during the Transition Period in connection with their respective businesses, including for the manufacturing, marketing and distribution of products and services. The Licensed Parties may, to the extent of the rights owned or controlled by Seller or any of its Affiliates, permit third parties to use the Business Marks during the Transition Period, but only for and on behalf of the Licensed Parties. Seller agrees that the provisions of this Section 4.21 may be partially assigned for the benefit of a Person that acquires a Market pursuant to a Market Divestiture, and the Transition Period in any such case shall be for a period of 18 months following the closing of such Market Divestiture or such longer period as may be required by a Governmental Entity not to exceed 24 months. Prior to the Closing, Seller and the Company shall cooperate to enter into a transitional trademark license agreement on terms reasonably acceptable to Purchaser and consistent with the license granted in, and the other terms and conditions of, this Section 4.21, upon the effectiveness of which the licenses and rights granted in this Section 4.21 shall terminate. Between the date hereof and the end of the Transition Period, Seller shall, and shall cause its Affiliates to, not take any action, or fail to take any action, that, in each case, would reasonably be expected to materially limit or restrict the rights licensed under this Section 4.21 were such license to be granted in respect of the period beginning on the date hereof.

4.22. Intellectual Property Licenses. Except with respect to the matters provided for in Section 4.21, with respect to any Intellectual Property owned by Seller or any of its Affiliates that is used by the Company or any of its Subsidiaries or for which the Company or any of its Subsidiaries otherwise has any rights in, to or under prior to the Closing, which Intellectual Property is not assigned to any of the Licensed Parties prior to or at the Closing, Seller hereby grants to each of the Licensed Parties during the Transition Period and for the territory of the United States, to the extent of the rights owned or controlled by Seller or any of its Affiliates, a non-exclusive, sublicensable, royalty-free and fully paid-up right and license in, to and under all such Intellectual Property, including the right to use, reproduce, create derivative works, distribute, perform, display, exploit and commercialize, and to practice under and to make, have made, use, sell, offer for sale and import products and services. The Licensed Parties may, to the extent of the license granted under this Section 4.22, permit third parties to use such Intellectual Property during the Transition Period, but only for and on behalf of the Licensed Parties. With respect to any Intellectual Property licensed to Seller or any of its Affiliates by a third party, that is used by the Company or any of its Subsidiaries or for which the Company or any of its Subsidiaries otherwise has any rights in, to or under prior to the Closing, which licenses are not assigned to any of the Licensed Parties prior to or at the Closing, Seller hereby grants to each of

the Licensed Parties, to the fullest extent permitted by the third party licensors, during the Transition Period and for the territory of the United States the continued right and license in, to and under such Intellectual Property, including where so-permitted the right to use, reproduce, create derivative works, distribute, perform, display, exploit and commercialize, and to practice under and to make, have made, use, sell, offer for sale and import products and services. Prior to the Closing, Seller and the Company shall cooperate to enter into a transitional Intellectual Property license agreement on terms reasonably acceptable to Purchaser and consistent with the license granted in, and the other terms and conditions of, this Section 4.22, upon the effectiveness of which the licenses and rights granted in this Section 4.22 shall terminate. Between the date hereof and the end of the Transition Period, Seller shall, and shall cause its Affiliates to, not take any action, or fail to take any action, that would limit or restrict the rights licensed under this Section 4.22 were such license to be granted in respect of the period beginning on the date hereof.

4.23. Covenant Not to Sue. With respect to any Intellectual Property owned by Seller or any of its Affiliates that is used by the Company or any of its Subsidiaries or for which the Company or any of its Subsidiaries otherwise has any rights in, to or under prior to the Closing, Seller hereby covenants and agrees not to assert, and to cause each of its Affiliates not to assert, any claim, nor initiate or participate in any suit, action or proceeding, against any of the Licensed Parties for infringement, misappropriation, violation or unauthorized use of such Intellectual Property in respect of any period prior to the end of the Transition Period.

4.24. Other Transition Arrangements. Promptly following the date hereof and subject to applicable Laws, Purchaser and Seller shall cooperate to develop a procedure such that as of no later than the Closing Date, (x) the Company, Purchaser and their respective Subsidiaries will not require in order to conduct the Business, or have access to, any IT Assets, networks or electronic data of Seller and its Subsidiaries (other than the Company and its Subsidiaries) and (y) Seller and its Subsidiaries will not have access to any IT Assets, networks or electronic data of Purchaser and its Subsidiaries (including the Company and its Subsidiaries), in each case other than as provided in Intercompany Contracts with obligations remaining on the Closing Date.

4.25. Confidentiality. For a period of three years following the later of the Closing and the date of disclosure, Seller and each of its Subsidiaries shall treat as confidential and shall safeguard any and all confidential or proprietary information, knowledge and data about the Company, its Subsidiaries and the Business by using the same degree of care, but no less than a reasonable standard of care, to prevent the unauthorized use, dissemination or disclosure of such information, knowledge and data as Seller or its Subsidiaries used with respect thereto prior to the execution of this Agreement.

4.26. Indemnification and Insurance; Release.

(a) Purchaser and the Company agree that all rights to exculpation, indemnification and advancement of expenses for acts or omissions occurring at or prior to the Closing, whether asserted or claimed prior to, at or after the Closing, now existing in favor of the

current or former directors, officers or employees, as the case may be, of the Company or its Subsidiaries as provided in their respective Organizational Documents or in any agreement as in effect on the date hereof and which has prior to the date hereof been made available to Purchaser shall survive the Closing and shall continue in full force and effect to the extent provided in the following sentence. Purchaser shall cause the Company to maintain in effect any and all exculpation, indemnification and advancement of expenses provisions of the Company's and any of its Subsidiaries' Organizational Documents or in any indemnification agreements of the Company or its Subsidiaries with any of their respective current or former directors, officers or employees, in each case in effect as of the date hereof and which has been provided to Purchaser prior to the date hereof, for acts or omissions occurring on or prior to the Closing. Each of Seller, Purchaser and the Company, for and on behalf of itself and on behalf of its Affiliates, hereby acquits, releases and discharges each of the current or former directors and officers of the Company from any and all Liabilities that arises out of or are connected with such directors' and officers' position or services to the Company on or prior to the Closing.

(b) In the event the Company or any of its successors or assigns  
(i) consolidates with or merges into any other person and shall not be the continuing or surviving corporation or entity in such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any person, then, and in either such case, proper provision shall be made so that the successors and assigns of the Company shall assume all of the obligations set forth in this Section 4.26.

(c) Effective as of the Closing, Seller, for and on behalf of itself and on behalf of its Subsidiaries, hereby acquits, releases and discharges each of the Company and their Subsidiaries from any and all Liabilities as of the Closing to Seller or any of its Subsidiaries (other than the Company and its Subsidiaries) that arise out of or are in connection with the Company or any of its Subsidiaries, except in respect of obligations under Intercompany Contracts or under this Agreement that are not terminated as of the Closing Date (other than any arising out of or relating to a breach, violation or failure to perform under any such Intercompany Contract). Seller shall cause its other Affiliates to use their reasonable best efforts to take, or cause to be taken, all appropriate action and to execute and deliver such documents and other papers, as may be required to effect the release set forth in this Section 4.26(c).

4.27. Purchaser Common Stock. During the period from the date hereof to the Closing, Seller shall not, and shall cause each of its Affiliates not to, directly or indirectly, alone or in concert with any other Person acquire, offer to acquire or agree to acquire Beneficial Ownership of any shares of Purchaser Common Stock.

4.28. Subscriber List.

(a) Promptly following the date hereof (but in any event within 60 days after the date hereof), Seller shall cause the Company to prepare in good faith, or cause to be prepared in good faith, and deliver to Purchaser a list setting forth the total number of Subscribers in each Market as of December 31, 2010 (the "Subscriber List"), which in the aggregate shall reflect the same number of Subscribers as set forth in Schedule 3.2(q), including and excluding the same

Subscribers as in Schedule 3.2(q). For purposes of the Subscriber List, a Person shall be deemed to be a Subscriber “in” a particular Market if the principal billing address for that Person's account contains a zip code located in such Market. If a Person maintains multiple accounts, the Subscribers billed on each such account shall be allocated into Markets on an account-by-account basis based on the principal billing address zip code of each such account. No Person shall be counted as a Subscriber “in” more than a single Market, and Subscribers in zip codes that span more than one Market shall be apportioned in the manner directed by a Governmental Entity or otherwise equally between the relevant Markets.

(b) The Subscriber List shall become the final, binding and conclusive Subscriber List on the 60th day following Purchaser's receipt of the Subscriber List unless on or prior to such 60th day Purchaser delivers to Seller a written notice (a “Subscriber List Dispute Notice”) stating that Purchaser disputes one or more items contained in the Subscriber List and specifying in reasonable detail each such disputed item.

(c) If Purchaser delivers a Subscriber List Dispute Notice, then Seller and Purchaser shall seek in good faith to resolve the disputed items set forth therein during the 60-day period beginning on the date Seller receives the Subscriber List Dispute Notice. If Seller and Purchaser reach agreement with respect to any disputed items, Seller shall revise the Subscriber List to reflect such agreement. If Purchaser and Seller are unable to resolve such disputed items during such 60-day period, then, at the request of either party, Purchaser and Seller shall jointly engage and submit the unresolved disputed items to the Independent Accountant. Purchaser and Seller shall use their reasonable best efforts to cause the Independent Accountant to issue its written determination regarding such unresolved items within 45 days after such items are submitted for review and in any event no later than the 75th day after such submission. The Independent Accountant shall be instructed that the total number of Subscribers shall be equal to the total number of Subscribers set forth in Schedule 3.2(q) of the Seller Disclosure Letter, including and excluding the same Subscribers as in Schedule 3.2(q) and shall make a determination with respect to such unresolved items only and in a manner consistent with this Section 4.31. Each party shall use its reasonable best efforts to furnish to the Independent Accountant such work papers and other documents and information pertaining to such unresolved items as the Independent Accountant may request. The determination of the Independent Accountant shall be final, binding and conclusive on Purchaser and Seller absent manifest error. The fees, expenses and costs of the American Arbitration Association and the Independent Accountant shall be borne in the same proportion as the aggregate amount of such unresolved items that is unsuccessfully disputed by each (as determined by the Independent Accountant) bears to the total amount of such unresolved items submitted to the Independent Accountant.

(d) Seller shall provide promptly to Purchaser and its representatives full access to the books and records of the Company and its Subsidiaries and to any other information and access to employees as Purchaser shall reasonably request in connection with Purchaser's review of the Subscriber List.

ARTICLE V  
Conditions

5.1. Conditions to Each Party's Obligation to Effect the Transaction. The respective obligations of each party to effect the Transaction are subject to the satisfaction or waiver at or prior to the Closing of each of the following conditions:

(a) Regulatory Consents. (i) The waiting period (and any extensions thereof) applicable to the consummation of the Transaction under the HSR Act shall have expired or been earlier terminated; (ii) all Governmental Consents required to be obtained from the FCC for the consummation of the Transaction shall have been obtained; and (iii) the European Commission shall have adopted a decision pursuant to the EC Merger Regulation declaring that the Transaction is compatible with the common market (or such compatibility shall have been deemed to exist under Article 10(6) of the EC Merger Regulation), or, in the event that that the European Commission adopts a decision pursuant to Article 9(3)(b) of the EC Merger Regulation (or is deemed to have done so pursuant to Article 9(5) of the EC Merger Regulation) referring the review of all or part of the Transaction to a Governmental Entity of a member state of the European Union, such Governmental Entity (or any other Governmental Entity of such member state) shall have granted approval of the transactions or part thereof that were so referred.

(b) No Order. No Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any law, statute, ordinance, rule, regulation, judgment, injunction, decree or other order (whether temporary, preliminary or permanent) that is in effect and restrains, enjoins or otherwise prohibits consummation of the Transaction (collectively, an "Order").

(c) Listing of Purchaser Shares. The Purchaser Shares shall have been approved for listing on the NYSE, subject to official notice of issuance.

5.2. Conditions to Obligations of Purchaser. The obligations of Purchaser to effect the Transaction are also subject to the satisfaction or waiver by Purchaser at or prior to the Closing of the following conditions:

(a) Representations and Warranties. (i) The representations and warranties of Seller set forth in Sections 3.1(d) (Ownership of Global, Holding and Company Shares), 3.1(g) (Ownership of Purchaser Common Stock), 3.2(b) (Capitalization) and 3.2(c)(ii) (Subsidiary Equity Interests) shall be true and correct in all material respects (A) on the date hereof and (B) at the Closing (except to the extent that such representation and warranty speaks only as of a particular date, in which case such representation and warranty shall be true and correct in all material respects as of such earlier date); (ii) the other representations and warranties of Seller set forth in this Agreement shall be true and correct (A) on the date hereof and (B) at the Closing (except to the extent that any such representation and warranty speaks only as of a particular date, in which case such representation and warranty shall be true and correct as of such earlier date); provided, however, that notwithstanding anything herein to the contrary, the condition set forth in this Section 5.2(a)(ii) shall be deemed to have been satisfied even if any representations

and warranties of Seller are not so true and correct unless the failure of such representations and warranties of the Company to be so true and correct (read for purposes of this Section 5.2(a) without any materiality or Company Material Adverse Effect qualification), individually or in the aggregate, has had or would reasonably be likely to have a Company Material Adverse Effect; and (iii) Purchaser shall have received at the Closing a certificate signed on behalf of Seller by an executive officer of Seller to the effect that the condition set forth in this Section 5.2(a) has been satisfied.

(b) Performance of Obligations of Seller. Seller shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing, and Purchaser shall have received a certificate signed on behalf of Seller by an executive officer to such effect with respect to obligations regarding itself, the Company and its Subsidiaries; provided, that this condition shall be deemed satisfied so long as any failures to perform obligations under this Agreement are not, individually or in the aggregate, significant in relation to the magnitude of the Transaction or to the parties' required efforts to obtain Governmental Consents.

(c) Governmental Consents. (i) All Governmental Consents, including those required to be obtained from any PUCs or similar foreign regulatory body regulating telecommunications business, but other than those described in Section 5.1(a)(i) and clause (ii) of this Section 5.2(c), the failure of which to make or obtain would, individually or in the aggregate, reasonably be likely to have a Purchaser Material Adverse Effect, shall have been made or obtained, and (ii) all Governmental Consents set forth on Schedule 5.2(c) of the Purchaser Disclosure Letter (such Governmental Consents, together with those Governmental Consents referenced in Section 5.1(a) and clause (i) of this Section 5.2(c), being the "Required Governmental Consents"). All Governmental Consents that have been obtained shall have been obtained without the imposition of any term, condition, restriction or consequence that would, individually or in the aggregate with all other terms, conditions, restrictions or consequences imposed as a requirement to obtain other Governmental Consents, reasonably be likely to have or result in a Regulatory Material Adverse Condition and all Required Governmental Consents shall have been obtained by Final Order. For the purpose of this Agreement, "Final Order" means an action, decision, or expiration of waiting period that has been granted as to which (A) no request for a stay or any similar request is pending, no stay is in effect, the action or decision has not been vacated, reversed, set aside, annulled or suspended and any deadline for filing such a request that may be designated by statute or regulation has passed; (B) no petition for rehearing or reconsideration or application for review is pending and the time for the filings of any such petition or application has passed; (C) no Governmental Entity has undertaken to reconsider the action on its own motion and the time within which it may effect such reconsideration has passed; and (D) no appeal is pending (including other administrative or judicial review) or in effect and any deadline for filing any such appeal that may be specified by statute or rule has passed, which in any such case (A), (B), (C) or (D) is reasonably likely to result in vacating, reversing, setting aside, annulling, suspending or modifying such action or decision (in the case of any modification in a manner that would impose any term, condition or consequence that would reasonably be expected to have or result in a Regulatory Material Adverse Condition).

(d) No Company Material Adverse Effect. Since the date hereof, there shall not have occurred any change, event, circumstances or development that, individually or in the aggregate, has had, or is reasonably likely to have, a Company Material Adverse Effect.

(e) FIRPTA Certificate. The Company shall have issued to Purchaser a certificate described in Treasury Regulation Section 1.1445-2(c)(3) to the effect that the Company Shares are not “United States real property interests” within the meaning of Section 897(c)(1) of the Code; provided, that if the Company fails to deliver such certificate, Purchaser shall be permitted to withhold from the consideration otherwise payable to Seller pursuant to Section 2.2 any amounts required to be withheld pursuant to Section 1445 of the Code.

5.3. Conditions to Obligations of Seller. The obligations of Seller to effect the Transaction are also subject to the satisfaction or waiver by Seller at or prior to the Closing of the following conditions:

(a) Representations and Warranties. (i) The representations and warranties of Purchaser set forth in Section 3.3(j) (Purchaser Shares) shall be true and correct in all material respects (A) on the date hereof and (B) at the Closing (except to the extent that any such representation and warranty expressly speaks as of a particular date, in which case such representation and warranty shall be true and correct in all material respects as of such date); and (ii) the other representations and warranties of Purchaser set forth in this Agreement shall be true and correct on the date hereof (except to the extent that any such representation and warranty expressly speaks as of a particular date, in which case such representation and warranty shall be true and correct as of such date); provided, however, that notwithstanding anything herein to the contrary, the condition set forth in this Section 5.3(a)(ii) shall be deemed to have been satisfied even if any representations and warranties of Purchaser are not so true and correct unless the failure of such representations and warranties of Purchaser to be so true and correct (read for purposes of this Section 5.3(a) without any materiality or Purchaser Material Adverse Effect qualification), individually or in the aggregate, has had or would reasonably be likely to have a Purchaser Material Adverse Effect; and (iii) Seller shall have received at the Closing a certificate signed on behalf of Purchaser by an executive officer of Purchaser to the effect that the condition set forth in this Section 5.3(a) has been satisfied.

(b) Performance of Obligations of Purchaser. Purchaser shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing, and Seller shall have received a certificate signed by an executive officer of Purchaser to such effect; provided, that this condition shall be deemed satisfied so long as any failures to perform obligations under this Agreement are not, individually or in the aggregate, significant in relation to the magnitude of the Transaction or to the parties’ required efforts to obtain Governmental Consents.

(c) No Purchaser Material Adverse Effect. Since the date hereof, there shall not have occurred any change, event, circumstances or development that, individually or in the aggregate, has had, or is reasonably likely to have, a Purchaser Material Adverse Effect.



ARTICLE VI  
Indemnification

6.1. Survival; Effect of Materiality Qualifiers.

(a) The representations and warranties of Seller and Purchaser contained in Article III shall survive the Closing and will remain in full force and effect until the date that is 12 months after the Closing Date, at which time they will terminate (and no claims with respect to such representations and warranties shall be made by any Person for indemnification thereafter), except that the representations and warranties contained in (i) Section 3.2(k) (Environmental Matters) and 3.2(s) (Prohibited Payments) shall survive the Closing and remain in full force and effect until the date that is three years after the Closing Date, (ii) Section 3.2(l) (Taxes) shall survive the Closing and shall terminate 30 days after the expiration of the applicable statute of limitations and (iii) Sections 3.1(d) (Ownership of Global, Holding and Company Shares), 3.2(b) (Capitalization) and 3.2(c)(ii) (Subsidiary Equity Interests) (collectively, the “Fundamental Seller Representations”) and in Section 3.3(j) (Purchaser Shares) (collectively, the “Fundamental Purchaser Representations”) shall survive the Closing until the date that is 10 years after the Closing Date. All covenants and other agreements in this Agreement to the extent that by their terms are to be performed prior to the Closing shall survive the Closing until the date that is 12 months after the Closing Date, at which time they shall terminate (and no claims with respect to such covenants and agreements shall be made by any Person for indemnification thereafter) and all other covenants and agreements in this Agreement shall survive the Closing indefinitely.

(b) In determining whether any representation or warranty in this Agreement was true and correct as of any particular date and the amount of any Damages in respect of the failure of any such representation or warranty to be true and correct as of any particular date, any qualification or limitation as to materiality (whether by reference to material adverse effect or otherwise) or knowledge contained in such representation or warranty shall be disregarded (other than in the case of the representation and warranty contained in Section 3.2(o)(i)(J), as to which such qualifications and limitations shall not be disregarded).

6.2. Indemnification.

(a) From and after the Closing, Seller shall indemnify and save and hold harmless Purchaser and its Subsidiaries and their respective officers, directors and Affiliates (collectively, the “Purchaser Indemnitees”) from and against any and all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, diminution in value, costs and expenses, including interest, penalties and reasonable attorneys’ fees and expenses, in each case on a basis net of any actual benefit (“Damages”), resulting from, arising out of, or incurred in connection with: (i) any failure of any representation or warranty made by Seller to be true and correct or any nonfulfillment, violation or breach of the covenant set forth in Section 4.16 (Business Plan; Capital Expenditures); (ii) any nonfulfillment, violation or breach of any covenant or agreement made by Seller in this Agreement (other than Section 4.16 (Business Plan; Capital Expenditures)), in each case existing as of the Closing; and (iii) Excluded

Liabilities; provided, that, without derogation of any right to indemnification hereunder with respect to any breach of the representations and warranty contained in Section 3.2(e) (Financial Statements; Undisclosed Liabilities), Damages resulting from, arising out of, or incurred in connection with any failure of any representation or warranty made by Seller in Section 3.2(l) to be true and correct shall be limited to Pre-Closing Taxes resulting from, arising out of or incurred in connection with such breach. The Purchaser Indemnitees shall not be entitled to assert any indemnification pursuant to Section 6.2(a)(i) after the expiration of the applicable survival period referenced in Section 6.1; provided, that if on or prior to such expiration of the applicable survival period a notice of claim shall have been given to Seller pursuant to Section 6.3 for such indemnification, the Purchaser Indemnitees shall continue to have the right to be indemnified with respect to the matter or matters to which such claim relates until such claim for indemnification has been satisfied or otherwise resolved.

(b) From and after the Closing, Purchaser shall indemnify and save and hold harmless Seller and its Subsidiaries and their respective officers, directors and Affiliates (collectively, the "Seller Indemnitees") from and against any and all Damages resulting from, arising out of, or incurred in connection with: (i) any failure of any representation or warranty made by Purchaser to be true and correct; and (ii) any nonfulfillment, violation or breach of any covenant or agreement made by Purchaser in this Agreement, in each case existing as of the Closing. The Seller Indemnitees shall not be entitled to assert any indemnification pursuant to Section 6.2(b)(i) after the expiration of the applicable survival period with respect to inaccuracies in or breaches of the representations and warranties of Purchaser referenced in Section 6.1; provided, that if on or prior to such expiration of the applicable survival period a notice of claim shall have been given to Purchaser pursuant to Section 6.3 for such indemnification, the Seller Indemnitees shall continue to have the right to be indemnified with respect to the matter or matters to which such claim relates until such claim for indemnification has been satisfied or otherwise resolved.

### 6.3. Indemnification Procedures.

(a) If an indemnified party shall desire to assert any claim for indemnification provided for under this Article VI in respect of, arising out of, or involving a claim or demand made by any Person (other than a party hereto or Affiliate thereof) against the indemnified party (a "Third-Party Claim"), such indemnified party shall notify Purchaser or Seller, as the case may be (the "Indemnifying Party"), in writing of such Third-Party Claim, the amount or the estimated amount of Damages sought thereunder to the extent then ascertainable (which estimate shall not be conclusive of the final amount of such Third-Party Claim), any other remedy sought thereunder, any relevant time constraints relating thereto and, to the extent practicable, any other material details pertaining thereto (a "Third-Party Claim Notice") promptly after receipt by such indemnified party of written notice of the Third-Party Claim; provided, however, that failure to provide a Third-Party Claim Notice shall not affect the indemnification obligations provided hereunder except to the extent the Indemnifying Party shall have been actually prejudiced as a result of such failure. The indemnified party shall deliver to the Indemnifying Party, promptly after the indemnified party's receipt thereof, copies of all notices and documents (including court papers) received by the indemnified party relating to the Third-Party Claim; provided, however,

that failure to provide any such copies shall not affect the indemnification obligations provided hereunder except to the extent the Indemnifying Party shall have been actually prejudiced as a result of such failure.

(b) If a Third-Party Claim is made against an indemnified party, the Indemnifying Party will be entitled to participate in the defense thereof and, if it so chooses and acknowledges without reservation its obligation to indemnify the indemnified party therefore, to assume the defense thereof with counsel selected by the Indemnifying Party and reasonably satisfactory to the indemnified party; provided, that, notwithstanding anything in this Agreement to the contrary, Seller shall not be entitled to assume the defense of any Third-Party Claim by a Taxing Authority to the extent that such defense cannot be severed from a proceeding by the same Taxing Authority relating to the Company or any of its Subsidiaries for any taxable period (or portion thereof) ending on or after the Closing Date. Should the Indemnifying Party so elect to assume the defense of a Third-Party Claim, the Indemnifying Party will not be liable to the indemnified party for legal expenses subsequently incurred by the indemnified party in connection with the defense thereof, unless the Third-Party Claim involves potential conflicts of interest or substantially different defenses for the indemnified party and the Indemnifying Party, in which case the Indemnifying Party will be liable to the indemnified party for the expenses of one counsel and, if necessary, local counsel. If the Indemnifying Party assumes such defense, the indemnified party shall have the right to participate in defense thereof and to employ counsel, at its own expense (except as provided in the immediately preceding sentence), separate from the counsel employed by the Indemnifying Party. The Indemnifying Party shall be liable for the fees and expenses of one counsel and, if necessary, local counsel, employed by the indemnified party for any period during which the Indemnifying Party has not assumed the defense thereof and as otherwise contemplated by the two immediately preceding sentences. If the Indemnifying Party chooses to defend any Third-Party Claim, the other party shall cooperate in the defense or prosecution thereof. Such cooperation shall include the retention and (upon the Indemnifying Party's request) the provision to the Indemnifying Party of records and information that are reasonably relevant to such Third-Party Claim, and the use of reasonable efforts to make employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Whether or not the Indemnifying Party shall have assumed the defense of a Third-Party Claim, the indemnified party shall not admit any Liability with respect to, or settle, compromise or discharge, such Third-Party Claim without the Indemnifying Party's prior written consent (which consent shall not be unreasonably withheld or delayed). The Indemnifying Party may pay, settle or compromise a Third-Party Claim without the written consent of the indemnified party, so long as such settlement includes (i) an unconditional release of the indemnified party from all Liability in respect of such Third-Party Claim; (ii) does not subject the indemnified party to any injunctive relief or other equitable remedy; and (iii) does not include a statement or admission of fault, culpability or failure to act by or on behalf of any indemnified party; provided, that in the case of a Third-Party Claim by a Taxing Authority, Seller shall not pay, settle or compromise such claim without the written consent of Purchaser (which consent shall not be unreasonably delayed, conditioned or withheld) to the extent such Third-Party Claim would reasonably be expected to result in an increase in the Tax liability of the Company or any of its Subsidiaries for any taxable period (or portion thereof) ending on or after the Closing Date. Notwithstanding anything in this agreement to the contrary:

(i) Seller shall not be entitled to assume the defense of any Third-Party Claim by a Taxing Authority to the extent that such defense cannot be severed from a proceeding by the same Taxing Authority relating to the Company or any of its Subsidiaries for a taxable period (or portion thereof) ending on or after the Closing Date; (ii) Purchaser shall use its reasonable best efforts to sever any such Third-Party Claim by a Taxing Authority in such a manner as would permit Seller to control such claim; (iii) in the event that clause (i) of this sentence prohibits Seller from controlling any Third-Party Claim by a Taxing Authority, then (A) Seller may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third-Party Claim (including participation in any relevant meetings and conference calls during which the discussion can be limited to the issue or issues that result in such Third-Party Claim), (B) Purchaser shall keep Seller informed on a timely basis of all developments and events relating to such Third-Party Claim (including promptly forwarding copies to Seller of any related correspondence with any material related to unrelated issues redacted), and (C) Purchaser shall not enter into any settlement with respect to any such Third-Party Claim without Seller's prior written consent, which shall not be unreasonably delayed, conditioned or withheld; and (iv) in the event that Seller controls a Third-Party Claim by a Taxing Authority that would reasonably be expected to result in an increase in the Tax liability of the Company or any of its Subsidiaries for any taxable period (or portion thereof) ending on or after the Closing Date, (A) Purchaser may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third-Party Claim (including participation in any relevant meetings and conference calls), (B) Seller shall keep Purchaser informed on a timely basis of all developments and events relating to such Third-Party Claim (including promptly forwarding copies to Purchaser of any related correspondence), and (C) Seller shall not enter into any settlement with respect to any such Third-Party Claim without Purchaser's prior written consent, which shall not be unreasonably delayed, conditioned or withheld.

(c) If an indemnified party shall desire to assert any claim for indemnification provided for under this Article VI other than a claim in respect of, arising out of, or involving a Third-Party Claim (a "Direct Claim"), such indemnified party shall promptly notify the Indemnifying Party in writing of such Direct Claim, the amount or the estimated amount of Damages sought thereunder to the extent then ascertainable (which estimate shall not be conclusive of the final amount of such Direct Claim), any other remedy sought thereunder, any relevant time constraints relating thereto and, to the extent practicable, any other material details pertaining thereto (a "Direct Claim Notice"); provided, however, that the failure to give such notification shall not affect the indemnification provided for hereunder except to the extent the indemnified party shall have maliciously failed to give such notice and the Indemnifying Party shall have been actually prejudiced as a result of such failure. The Indemnifying Party shall have a period of 30 days within which to respond to any Direct Claim Notice or any Third-Party Claim Notice. If the Indemnifying Party does not respond within such 30-day period, the Indemnifying Party will be deemed to have accepted such claim. If the Indemnifying Party rejects all or any part of such claim, Seller and Purchaser shall attempt in good faith for 30 days to resolve such claim. If no such agreement can be reached through good faith negotiation within 30 days, either Purchaser or Seller may commence an action in accordance with Section 8.3.

6.4. Limitations on Indemnification.

(a) (i) Seller shall have no liability for any claim for indemnification pursuant to Section 6.2(a)(i) if the Damages for which the Indemnifying Party would be responsible for such claim and all related claims are less than the applicable De Minimis Amount. Seller shall have no liability for indemnification pursuant to (i) Section 6.2(a)(i) with respect to Damages for which indemnification is provided thereunder unless (A) the aggregate amount of such Damages (excluding all Damages associated with claims less than the applicable De Minimis Amount) for a claim and all related claims with respect to the particular representation being evaluated exceeds the Specified Deductible, if applicable, and (B) the aggregate amount of such Damages (excluding all Damages associated with claims less than the applicable De Minimis Amount and excluding all Damages to the extent less than the Specified Deductible, if applicable, and including any Damages in excess thereof) exceeds \$500,000,000.00 (the “Threshold”), in which case Seller shall be liable for all such Damages (excluding all Damages associated with claims less than the applicable De Minimis Amount and excluding all Damages to the extent less than the Specified Deductible, applicable, and including any Damages in excess thereof); and (ii) Section 6.2(a)(iii) with respect to Damages for which indemnification is provided thereunder unless the aggregate amount of such Damages exceeds \$15,000,000.00; provided, that the cumulative aggregate liability for all Damages pursuant to Section 6.2(a)(i) shall not exceed an amount equal to \$9,750,000,000.00 (the “Seller Cap”). The limitations in this Section 6.4(a) shall not apply to any Damages as a result of inaccuracies in the Fundamental Seller Representations, and any such Damages shall not be counted in determining the Threshold or the Seller Cap.

(ii) “De Minimis Amount” shall mean: (1) \$5,000,000.00 with respect to the failure of representations and warranties of Seller set forth in Sections 3.2(f) (Litigation), 3.2(k) (Environmental Matters) or 3.2(n) (Intellectual Property) to be true and correct; and (2) \$1,000,000.00 with respect to the failure of all other representations and warranties of Seller to be true and correct.

(iii) “Specified Deductible” shall mean: (1) \$5,000,000.00 in the aggregate with respect to all failures of the representations and warranties of Seller set forth in Section 3.2(j) (Insurance) to be true and correct; (2) \$10,000,000.00 in the aggregate with respect to all failures of the representations and warranties of Seller set forth in Section 3.2(n) (Intellectual Property) to be true and correct; (3) \$15,000,000.00 in the aggregate each with respect to all failures of the representations and warranties of Seller set forth in Section 3.2(h)(i) (Compliance with Laws) and Section 3.2(i) (Absence of Certain Changes) to be true and correct; (4) \$25,000,000.00 in the aggregate each with respect to all failures of the representations and warranties of Seller set forth in Section 3.2(f) (Litigation), Section 3.2(k) (Environmental Matters), Section 3.2(o) (Material Contracts) and Section 3.2(p) (Sufficiency and Ownership of Assets; Business) to be true and correct; and (5) \$50,000,000.00 in the aggregate with respect to all failures of the representations and warranties of Seller set forth in Section 3.2(e)(ii) (Undisclosed Liabilities) to be true and correct.

(iv) Notwithstanding the \$5,000,000.00 De Minimis Amount applicable to the failure of the representations and warranties of Seller set forth in Section 3.2(k) (Environmental Matters), Damages for a claim and all related claims in connection with such failure in excess of \$1,000,000.00 shall be counted in determining whether the Specific Deductible applicable to the representations and warranties of Seller set forth in Section 3.2(k) (Environmental Matters) has been exceeded.

(b) Purchaser shall have no liability for any claim for indemnification pursuant to Section 6.2(b)(i) if the Damages for which the Indemnifying Party would be responsible for such claim and all related claims are less than the De Minimis Amount. Purchaser shall have no liability for indemnification pursuant to Section 6.2(b)(i) with respect to Damages for which indemnification is provided thereunder unless the aggregate amount of such Damages (excluding all Damages associated with claims less than the De Minimis Amount) exceeds the Threshold, in which case Purchaser shall be liable for all such Damages (excluding all Damages associated with claims less than the De Minimis Amount); provided, that the cumulative aggregate liability for all Damages pursuant to Section 6.2(b)(i) shall not exceed an amount equal to the product of (i) \$39,000,000,000.00 less the Cash Consideration (including as adjusted pursuant to Section 2.2(c)), multiplied by (ii) 0.25 (the “Purchaser Cap”). The limitations in this Section 6.4(b) shall not apply to any Damages as a result of inaccuracies in the Fundamental Purchaser Representations, and any such Damages shall not be counted in determining the Threshold or the Purchaser Cap.

#### 6.5. Indemnity Payments.

(a) In calculating the amount of any Damages, the proceeds actually received by the indemnified party or any of its Affiliates under any insurance policy or pursuant to any claim, recovery, settlement or payment by or against any other Person, net of any actual costs, expenses or premiums incurred in connection with securing or obtaining such proceeds, shall be deducted, except to the extent that the adjustment itself would excuse, exclude or limit the coverage of all or part of such Damages. In the event that an indemnified party has any rights against a third party with respect to any Damages that results in a payment by an Indemnifying Party under this Article VI, such Indemnifying Party shall be subrogated to such rights to the extent of such payment; provided, that until the indemnified party recovers full payment of the Damages, any and all claims of the Indemnifying Party against any such third party on account of said indemnity payment is hereby expressly made subordinate and subject in right of payment to the indemnified party’s rights against such third party. Without limiting the generality or effect of any other provision hereof, each indemnified party and Indemnifying Party shall duly execute upon request all instruments reasonably necessary to evidence and perfect the subrogation and subordination rights detailed herein and otherwise cooperate in the prosecution of such claims. Except to the extent otherwise required pursuant to a “determination” within the meaning of Section 1313(a) of the Code, the parties to this Agreement shall treat any indemnification payment made under this Agreement as an adjustment to the purchase price for income Tax purposes.

(b) If an indemnified party recovers an amount from a third party in respect of Damages that is the subject of indemnification hereunder after all or a portion of such Damages has been paid by an Indemnifying Party pursuant to this Article VI, the indemnified party shall promptly remit to the Indemnifying Party the excess (if any) of (i) the amount paid by the Indemnifying Party in respect of such Damages plus the amount received from the third party in respect thereof minus (ii) the full amount of Damages.

(c) The Indemnifying Party shall pay all amounts payable pursuant to this Article VI, by wire transfer of immediately available cash funds, promptly following receipt from an indemnified party of a bill for Damages that are the subject of indemnification hereunder, unless the Indemnifying Party in good faith disputes the Damages, in which event it shall so notify the indemnified party. In any event, the Indemnifying Party shall pay to the indemnified party, by wire transfer in immediately available cash funds, the amount of any Damages for which it is liable hereunder no later than three days following any determination of such Damages and the Indemnifying Party's liability therefor. A "determination" shall exist when (i) the parties to the dispute have reached an agreement, (ii) a court of competent jurisdiction shall have entered an order or judgment, or (iii) an arbitration or like panel shall have rendered a final binding, non-appealable determination with respect to disputes the parties have agreed to submit thereto.

6.6. Exclusive Remedy. Notwithstanding anything to the contrary in this Agreement, following the Closing, the sole and exclusive remedy of Seller and its Subsidiaries and their respective officers, directors and Affiliates against Purchaser and its Subsidiaries and their respective officers, directors and Affiliates, and vice versa, for any Damages resulting from, arising out of, or incurred in connection with, this Agreement shall be the indemnification and other rights specifically set forth in this Article VI and otherwise in this Agreement, and no Person shall have any monetary rights or claims against Purchaser, Seller, their respective Subsidiaries and their respective officers, directors and Affiliates under this Agreement, in contract, in tort or otherwise, and none of Purchaser, Seller, their respective Subsidiaries and their respective officers, directors and Affiliates shall have any further liability or obligation resulting from, arising out of, or incurred in connection with, this Agreement; provided, that nothing in this Section 6.6 shall apply to tort claims under applicable Law based on fraud or to either party's rights to seek equitable remedies.

## ARTICLE VII Termination

7.1. Termination by Mutual Consent. This Agreement may be terminated and the Transaction may be abandoned at any time prior to the Closing by mutual written consent of Purchaser and Seller.

7.2. Termination by Either Purchaser or Seller. This Agreement may be terminated and the Transaction may be abandoned at any time prior to the Closing by either Purchaser or Seller if (a) the Transaction shall not have been consummated by March 20, 2012; provided, however, that if the condition set forth in Section 5.1(a) or 5.2(c) shall not have been satisfied by

March 20, 2012, either party may extend the Termination Date from time to time to a date not later than June 20, 2012, and if not satisfied by such date, either party may further extend the Termination Date from time to time to a date not later than September 20, 2012 upon provision of a certificate executed by an executive officer of such party that such party believes in good faith that the satisfaction of the condition set forth in Sections 5.1(a) and 5.2(c) is meaningfully possible to occur prior to such extended date (such date as may be extended from time to time pursuant to this Section 7.2, the “Termination Date”); or (b) any Order permanently restraining, enjoining or otherwise prohibiting consummation of the Transaction shall become final and non-appealable.

7.3. Termination by Seller. This Agreement may be terminated and the Transaction may be abandoned at any time prior to the Closing by Seller if there has been a breach of any representation, warranty, covenant or agreement made by Purchaser in this Agreement, or any such representation and warranty shall have become untrue after the date hereof, such that Section 5.3(a) or 5.3(b) would not be satisfied and such breach or condition is not curable.

7.4. Termination by Purchaser. This Agreement may be terminated and the Transaction may be abandoned at any time prior to the Closing by Purchaser if there has been a breach of any representation, warranty, covenant or agreement made by Seller in this Agreement, or any such representation and warranty shall have become untrue after the date hereof, such that Section 5.2(a) or 5.2(b) would not be satisfied and such breach or condition is not curable.

7.5. Effect of Termination and Abandonment.

(a) In the event of termination of this Agreement and the abandonment of the Transaction pursuant to this Article VII, this Agreement (other than Sections 4.4 (Expenses), 7.5(b) (Termination Transfer), 7.5(c) (Exclusive Remedy) and 8.1 through 8.5 and 8.7 through 8.13 (Miscellaneous)) shall become void and of no effect with no liability on the part of any party hereto (or of any of its directors, officers, employees, agents, legal and financial advisors or other representatives); provided, however, except as otherwise provided herein, no such termination shall relieve any party hereto of any liability or damages resulting from any willful breach of this Agreement.

(b) If (i) Seller or Purchaser terminates this Agreement pursuant to Section 7.2 or (ii) Seller terminates this Agreement pursuant to Section 7.3 following an intentional failure in bad faith by Purchaser to comply with its obligations under Section 4.6, and, in each of (i) and (ii), at the time of such termination, the conditions set forth in Section 5.1(a), 5.1(b) or 5.2(c) shall not have been satisfied, and at the time of such termination, all other conditions to the Closing set forth in Sections 5.1 and 5.2 shall have been satisfied or waived (other than the condition set forth in Section 5.1(c), and other than those conditions that by their terms are to be satisfied at the Closing but which conditions would be satisfied or, in the case of Section 5.2(e), would be capable of being satisfied if the Closing Date were the date of such termination, or those conditions that have not been satisfied as a result of a breach by Purchaser), then (i) Purchaser shall (A) within three Business Days following receipt of such written notice, pay to Seller the cash amount set forth on Annex E by wire transfer of immediately available funds



and (B) deliver to, or as directed by, Seller the assets set forth on Annex E (the “Termination Transfer”) as promptly as reasonably practicable following the expiration of the waiting period (and any extensions thereof) applicable to the transfer of the assets included in the Termination Transfer under the HSR Act and receipt of any required consents, registrations, approvals, permits, clearances or authorizations required to be obtained by Seller, the Company or its Subsidiaries, or any of their respective Affiliates, from any Governmental Entity in connection with the transfer of the assets included in the Termination Transfer; provided, that Seller and Purchaser shall use, and shall cause their respective Subsidiaries to use, their respective reasonable best efforts to take or cause to be taken all actions, and do or cause to be done all things, necessary, proper or advisable on their respective parts under this Agreement and applicable Laws to consummate such transfer of assets as promptly as practicable; and (ii) promptly following such termination Purchaser will, at the request of Seller, enter into a roaming agreement with the Company containing the terms set forth on Annex F and, if they are unable to reach agreement, shall comply with the terms set forth on Annex F.

(c) Notwithstanding anything to the contrary in this Agreement, if this Agreement is terminated in accordance with its terms and such termination gives rise to the obligation of Purchaser to make the Termination Transfer and enter into a roaming agreement containing the terms set forth on Annex F, all pursuant to Section 7.5(b), and Purchaser shall have paid the cash amount set forth on Annex E, and entered into the roaming agreement, and shall in good faith be attempting to comply with its obligations under Section 7.5(b) with respect to transfer(s) of assets set forth on Annex E, the sole and exclusive remedy of Seller and its Subsidiaries and their respective officers, directors and Affiliates against Purchaser and its Subsidiaries and their respective officers, directors and Affiliates for any Damages resulting from, arising out of, or incurred in connection with, this Agreement (including termination thereof) or any transactions ancillary hereto shall be the Termination Transfer and the other matters contemplated and required by Section 7.5(b), and no Person shall have, except as provided herein, any rights or claims against Purchaser and its Subsidiaries and their respective officers, directors and Affiliates under this Agreement, whether at law or equity, in contract, in tort or otherwise, and none of Purchaser and its Subsidiaries and their respective officers, directors and Affiliates shall have any further liability or obligation resulting from, arising out of, or incurred in connection with, this Agreement; provided, that nothing in this Section 7.5(c) shall apply to tort claims under applicable Law based on fraud or to either party’s rights to seek equitable remedies, including injunctive relief or specific performance (it being understood and agreed that notwithstanding anything to the contrary herein the provisions of Section 8.6 shall apply as to the enforcement of the Termination Transfer and other obligations under Section 7.5(b)), with respect to the surviving provisions of and obligations under this Agreement, the enforcement of the Termination Transfer and other obligations under Section 7.5(b), including the implementation and effectuation of the transfers, matters and agreements contemplated thereby and set forth in Annex E and Annex F, and their enforcement, nor to any claims for Damages or otherwise arising out of such surviving obligations under Section 7.5(b) or any failure to complete all or any portion of the Termination Transfer or otherwise effect the transfers, matters and agreements contemplated by Section 7.5(b) or set forth in Annex E and Annex F.

ARTICLE VIII  
Miscellaneous and General

8.1. Amendment; Waivers, Etc. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by (a) Purchaser where enforcement of the amendment, modification, discharge or waiver is sought against Purchaser or (b) Seller where enforcement of the amendment, modification, discharge or waiver is sought against Seller. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by Purchaser or Seller of a breach of, or a default under, any of the provisions hereof, or to exercise any right or privilege hereunder, shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. Except as expressly provided in this Agreement, the rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity.

8.2. Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart (including any facsimile or electronic document transmission of such counterpart) being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

8.3. Governing Law; Submission to Jurisdiction; Selection of Forum; Waiver of Trial by Jury. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THEREOF (OTHER THAN NEW YORK GENERAL OBLIGATIONS LAW SECTIONS 5-1401 AND 5-1402). Each party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of, or related to, this Agreement or the Transaction, exclusively in the United States District Court for the Southern District of New York or any New York State court sitting in the Borough of Manhattan, of the City of New York (the "Chosen Courts"), and solely in connection with claims arising under this Agreement or the Transaction (a) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (b) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (c) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party hereto, and (d) agrees that service of process upon such party in any such action or proceeding shall be effective if notice is given in accordance with Section 8.4. Each party hereto irrevocably designates C.T. Corporation as its agent and attorney-in-fact for the acceptance of service of process and making an appearance on its behalf in any such claim or proceeding and for the taking of all such acts as may be necessary or appropriate in order to confer jurisdiction over it before the Chosen Courts and each party hereto stipulates that such consent and appointment is irrevocable and coupled with an interest. Each party hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of, or relating to, this Agreement or the Transaction.

8.4. Notices. Any notice, request, instruction or other document to be given hereunder by any party to the others shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, or by facsimile:

if to Purchaser:

AT&T Inc.  
One AT&T Plaza  
208 South Akard Street, Suite 3702  
Dallas, Texas 75202  
Attention: D. Wayne Watts  
Fax: (214) 746-2103

with copies to:

Joseph B. Frumkin  
Sullivan & Cromwell LLP  
125 Broad Street  
New York, New York 10004  
fax: (212) 558-3588; and

Eric M. Krautheimer  
Sullivan & Cromwell LLP  
1888 Century Park East, Suite 2100  
Los Angeles, California 90067  
Fax: (310) 712-8800

if to Seller:

Deutsche Telekom AG  
Friedrich-Ebert-Alle 140  
53113 Bonn, Germany  
Attention: General Counsel  
Fax: +49-228-181-74008

with a copy to:

Wachtell, Lipton, Rosen & Katz  
51 West 52nd Street  
New York, New York 10019  
Attention: Adam O. Emmerich  
Steven A. Cohen  
Fax: (212) 403-2000

or to such other persons or addresses as may be designated in writing by the party to receive such notice as provided above.

8.5. Entire Agreement; No Other Representations. This Agreement (including any annexes and exhibits hereto), the Seller Disclosure Letter, the Purchaser Disclosure Letter, the Confidentiality Agreement and, when executed, the Stockholder's Agreement, constitute the entire agreement, and supersede all other prior agreements, understandings, representations and warranties, both written and oral, among the parties with respect to the subject matter hereof. Each of Purchaser and Seller acknowledges that the other party has not made any representation, express or implied, with respect to the accuracy, completeness or adequacy of any available information except to the extent such information is specifically covered by the representations and warranties of the other party contained in Article III or Section 8.12.

8.6. Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any of the Chosen Courts, in addition to any other remedy to which they are entitled at law or in equity.

8.7. No Third-Party Beneficiaries. This Agreement is not intended to confer upon any Person other than the parties hereto any rights or remedies hereunder, except to the extent contemplated by Sections 4.26 and 6.2.

8.8. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability or the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision; and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

8.9. Interpretation. The table of contents and headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

8.10. Assignment. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, legal representatives and permitted assigns. Neither party may directly or indirectly assign any of its rights or delegate any of its obligations under this Agreement, by operation of Law or otherwise, without the prior written consent of the other party, except as set forth in Section 4.21 (Use of Trademarks) and

Section 4.22 (Intellectual Property Licenses). Any purported direct or indirect assignment in violation of this Section 8.10 shall be null and void *ab initio*. Notwithstanding the foregoing, Purchaser may assign any of its rights and/or delegate any of its obligations under this Agreement to one or more of its wholly-owned Subsidiaries (but no such assignment shall relieve Purchaser of any of its obligations hereunder).

8.11. Limitation of Liability. Notwithstanding anything to the contrary contained in this Agreement, neither Seller, Purchaser, their respective Subsidiaries, or any of their respective officers, directors or Affiliates shall be liable to any Person under this Agreement for any special, consequential, punitive, indirect or exemplary damages (including lost or anticipated revenues or profits relating to the same) arising from any claim relating to this Agreement (other than to the extent such damages are paid to a third party), whether such claim is based on warranty, contract, tort (including negligence or strict liability) or otherwise.

8.12. Securities Matters. Each of Purchaser and Seller represents and warrants to the other party as follows:

(a) Experience; Risk. Such party has such knowledge, sophistication and experience in financial and business matters that it is capable of evaluating the merits and risks of the receipt of the Company Shares or the Purchaser Shares, respectively, and of protecting its interests in connection herewith. Seller has the ability to bear the economic risk of this investment, including complete loss of the investment.

(b) Investment. Such party is acquiring the Company Shares or the Purchaser Shares, respectively, for investment for its own account, not as a nominee or agent, and not with a view to, or for resale in connection with, any distribution thereof, and has no present intention of selling, granting any participation in or otherwise distributing the same. Such party understands that the Company Shares or the Purchaser Shares, respectively, have not been registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of such party's representations as expressed in this Section 8.12.

(c) Access to Information. Such party acknowledges that, as of the date hereof, it has been afforded (i) the opportunity to ask such questions as it has deemed necessary of, and to receive answers from, representatives of the other party concerning the terms and conditions of the Transaction and the Company Shares or the Purchaser Shares, respectively, and the merits and risks of investing in the Company Shares or the Purchaser Shares, respectively, and any such questions have been answered to such party's reasonable satisfaction; (ii) access to information about the Company or Purchaser, respectively, and its financial condition, results of operations, business, properties, management and prospects sufficient to enable it to evaluate its investment; (iii) the opportunity to obtain such additional information that the other party possesses or can acquire without unreasonable effort or expense that is necessary to make an informed investment decision with respect to the investment and any such additional information has been provided to such party's reasonable satisfaction; and (iv) the opportunity to ask

questions of management of the other party and any such questions have been answered to such party's reasonable satisfaction. Such party has sought such accounting, legal and tax advice as it has considered necessary to make an informed decision with respect to its acquisition of the Company Shares or the Purchaser Shares, respectively. Each party hereto acknowledges that no other party hereto nor any Affiliate or representative of such party has made any representation, express or implied, with respect to the accuracy, completeness or adequacy of any available information except or to the extent such information is covered by the representations and warranties contained herein. Except as expressly provided in Section 6.2(b), Seller hereby agrees that neither Purchaser nor any of its Affiliates will have or be subject to any Liability or indemnification obligation to Seller or to any other Person resulting from the issuance and sale of Purchaser Shares to Seller.

(d) Accredited Investor. Such party is an "accredited investor" within the meaning of Regulation D, Rule 501(a), promulgated by the SEC.

(e) Restricted Securities; Rule 144. Such party understands that the Company Shares and the Purchaser Shares, respectively, are characterized as "restricted securities" under the U.S. federal securities laws inasmuch as they are being acquired from the other party in a transaction not involving a public offering and that under such laws and applicable regulations the Purchaser Shares may be resold without registration under the Securities Act only in certain limited circumstances. Such party acknowledges that the Company Shares or the Purchaser Shares, respectively, must be held indefinitely unless a sale of such Company Shares or Purchaser Shares, respectively, is subsequently registered under the Securities Act or an exemption from such registration is available. Such party is aware of the provisions of Rule 144 promulgated under the Securities Act which permit limited resale of shares purchased in a private placement or shares owned by certain Persons associated with the Company subject to the satisfaction of certain conditions.

(f) Legends. Seller understands and agrees that each certificate representing the Purchaser Shares, any securities issued in respect thereof or exchange therefor shall bear a legend in the following forms (in addition to any other legend required under applicable state securities laws) (and a comparable notation or other arrangement will be made with respect to any uncertificated Purchaser Shares):

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. SUCH SHARES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS THE ISSUER RECEIVES AN OPINION OF COUNSEL REASONABLY ACCEPTABLE TO IT STATING THAT SUCH SALE OR TRANSFER IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT."

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE PROVISIONS OF A STOCKHOLDER’S AGREEMENT, DATED AS OF MARCH 20, 2011, TO WHICH THE ISSUER AND CERTAIN OF ITS STOCKHOLDERS ARE PARTY, A COPY OF WHICH MAY BE INSPECTED AT THE PRINCIPAL OFFICE OF THE ISSUER OR OBTAINED FROM THE ISSUER WITHOUT CHARGE.”

8.13. Transfer Taxes. Any Transfer Taxes shall be borne 50% by Purchaser and 50% by Seller. The party so required by applicable Law shall file all necessary Tax Returns and other documentation with respect to all Transfer Taxes, and, if required by the applicable Law, the other parties shall, and shall cause their Affiliates to join in the execution of any such Tax Returns and other documentation.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered  
by the parties hereto as of the date first written above.

DEUTSCHE TELEKOM AG

By [Signature] - CEO  
Name:  
Title:

By [Signature] - CFO  
Name:  
Title:

AT&T INC.

By \_\_\_\_\_  
Name:  
Title:



IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto as of the date first written above.

DEUTSCHE TELEKOM AG

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

AT&T INC.

By: Randall Stephenson  
Name: Randall Stephenson  
Title: Chairman of the Board,  
Chief Executive Officer  
and President